

INSTRUCTIONS FOR TENDERERS

TENDER REFERENCE CP2A11

TENDER FOR RAFM BOAT COVER STRUCTURE

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1. THE TENDER PERIOD PROCESS

1.1. General

- 1.1.1. These Instructions for Tenderers ("Instructions") apply to the submission of Tenders for **CP2A11 Boat Cover Structure**
- 1.1.2. Tenders must be submitted in accordance with these Instructions. Tenders not complying with these Instructions may be rejected by the Royal Air Force Museum whose decision in the matter will be final. These Instructions will not form part of any contract for the Service
- 1.1.3. The contact person for this competition and their contact details are:
James Scott Centenary Projects Manager
James.scott@rafmuseum.org
- 1.1.4. Contact must be made by email only. Except where otherwise directed in these Instructions, Tenderers must not contact any person in relation to this competition other than the contact person, above or, if nominated, their designated deputy. The name of any designated deputy will be confirmed in writing.
- 1.1.5. The Tender must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender. Tenderers should not release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.
- 1.1.6. The Royal Air Force Museum does not undertake to accept the lowest or any tender and reserves the right to accept the whole or part of any tender.
- 1.1.7. In any tender submitted, your organisation must warrant that it has not either director indirectly entered into any agreement or participated in any collusion or otherwise taken any action that might result in, or reasonably be expected to result in, the operation (in whole or part) of a cartel or price-fixing or market sharing agreement.
- 1.1.8. Offering an inducement of any kind in relation to obtaining this or any other contract will disqualify you from being considered and may constitute a criminal offence.

1.2. Tender Programme

1.2.1. The tender programme is included at Annex C

2. SUBMISSION OF TENDERS

2.1. General

2.1.1. Tenders and supporting documents must be written in English.

2.1.2. Tenders must be submitted in accordance with the tender documents including any tender amendments. Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the tender equivocal. The Royal Air Force Museum decision as to whether or not a tender complies with these instructions will be final.

2.1.3. Tenders must be accompanied by the Form of Tender that must be signed by the Tenderer and returned together with the documents identified in the Form of Tender and listed in Annex A in these Instructions. Unauthorised alterations or additions must not be made to any component of the tender documents.

2.1.4. Tenders should be sent by registered post, recorded delivery, Red Star Service, Parcel Force Datapost (or the nearest equivalent postal service from another member state of the European Union), or by Courier or hand delivery in a plain sealed envelope. Whichever method is used, the envelope must not bear any marks, sign or reference which may indicate the name of the tenderer. The Tender must be sealed in an envelope clearly marked as follows:

TENDER REFERENCE CP2A11 Boat Cover Structure

TENDER FOR Boat Cover Structure

FAO James Scott

Royal Air Force Museum

Grahame Park Way

London NW9 5LL

Alternatively, tenders can be submitted electronically. Please submit on single email with the words CP2A11 Boat Cover Structure in the headline and attach two folders marked Envelope A Quality and Envelope B Financial respectively to james.scott@rafmuseum.org

2.1.5. The Tender must be submitted to the above address by the tender return time and date given in the invitation to tender letter. Any late tenders may be

rejected. It is the tenderers responsibility to ensure that the tender is received on time. The Royal Air Force Museum decision as to whether to accept a late tender or not will be final.

2.2. Freedom of Information

- 2.2.1. As part of the Government's commitment to a culture of openness, comply with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together "FOIA"). That means we may be obliged, upon request, to provide details of our spending contracts to anyone who asks for the information. Those details may include, amongst other things, the disclosure of a winning proposal price, the nature of the goods or service provided, standards of service or performance and our proposal evaluation criteria.
- 2.2.2. Please note that the intension of FOIA is not to allow your competitors to gain information on your organisation. The intension is rather to give people and organisations the right to see information on many aspects of Government funded organisations' operations, unless the information requested is covered by an exemption or exception under FOIA.
- 2.2.3. By responding to this tender, you acknowledge that, in order to comply with FOIA, we may be obliged to disclose information provided by or relating to you or which is likely to affect your interests. The decision as whether an exemption or exception applies under FOIA will need to be decided by us (as the public authority to which FOIA applies) on a case-by-case basis.

2.3. Tender Costs

- 2.3.1. The Royal Air Force Museum will not be liable for any costs incurred in tendering. While the information supplied by the Royal Air Force Museum in these documents is provided in good faith, it is the responsibility of the tenderers to obtain all information necessary for the preparation of the tender.

3. TENDER ASSESSMENT

3.1. General

- 3.1.1. Costs will be an important factor in the assessment of bids; however the Authority is not bound to accept the lowest bid. The Authority is seeking the best technical solution that provides overall best value for money to the taxpayer within the Authority's budget.
- 3.1.2. The award criteria for Tenders will be the Most Economically Advantageous Tender taking into account compliance with the Quality and Financial criteria. Tenders that fail to meet the mandatory requirements or have areas of significant weakness will be deemed non-compliant and will be rejected.
- 3.1.3. The Royal Air Force Museum will not be responsible for any inaccuracies within this tender or misinterpretation by the tenderer of its contents that the tenderer fails to clarify as part of their submission.
- 3.1.4. Tenderers are required to submit the tender in two parts: a Quality Submission and supporting documents which must be contained in an envelope marked "Envelope A Quality" (1 copy required) and a Financial Submission contained in an envelope marked "Envelope B Financial" (1 copy required).
- 3.1.5. Both "A" and "B" envelopes should be marked with the tenderer's name. These two envelopes should then be sealed in an outer plain envelope without marking of any kind identifying the tenderer as instructed in paragraph 2.1.4 above.
- 3.1.6. "Envelope A Quality" must include comprehensive information based on the detailed requirements listed in the Specification which will be assessed. This envelope must **not** contain pricing information relating directly to the tendered price.

3.2. Common Evaluation Method

- 3.2.1. The Royal Air Force assessment panels will judge the tender submissions, based wholly on the contents of the tender submission which must therefore contain all the information which tenderers wish to be considered. During the financial assessment consideration will be given to the viability of rates and prices against any historical precedence and the indicative budget. Following the financial assessment, consideration will be given to the sustainability and affordability of the whole bid.

3.3. Site Visits

- 3.3.1. The Royal Air Force Museum may carry out visits to reference sites identified by the tenderer, in order to validate the proposals set out in the Quality Submission.

4. TENDER AWARD

4.1. General

- 4.1.1. The Royal Air Force Museum reserves the right not to proceed with any proposal made in response to this invitation.
- 4.1.2. All Tenderers will be given the opportunity to obtain feedback (written or verbal) from an appropriate representative of the Royal Air Force Museum following the award of the contract.

ANNEX A TENDER DOCUMENTS

1. List of Documents included with Invitation to Tender

- a. Instructions for Tenderers
- b. Terms and Conditions of Contract
- c. Form of Tender
- d. Specification

2. List of Documents to be returned with the Tender

- a. The following are to be returned in Envelope A
 - i. Examples of two projects similar in diversity and size, including images, each one no longer than 2 sides A4
 - ii. Names and contact details of two referees for projects delivered.
 - iii. An outline design, indicating what the structure would look like
 - iv. A delivery programme and methodology
- b. The following documents are to be completed and returned in Envelope B
 - i. The completed Form of Tender
 - ii. The Pricing Schedule
 - iii. Accounts Information as detailed in Annex D
 - iv. Annex E Signed Statement of Good Standing
 - v. Summary of relevant insurance policies including certificates where appropriate

ANNEX B**TENDER PERIOD TIMETABLE**

The dates below are only for guidance purposes. The Royal Air Force Museum reserves the right to change these accordingly.

The optional site visit is guided, tenderers are able to view the boats/platform during normal open hours unsupervised.

The Museum retains the right to interview tenderers on a date to be specified.

Activity	Date
Tender Invitation	6 Feb 2019
Optional site visit	18 Feb 2019
Tender Return Date	5 March 2019
Tender Assessment	7 March
Tender Award	WC 11 March

ANNEX C PRICE SCHEDULE

You should provide full details of costs to enable us to make an assessment of your financial submission.

Activity	Cost
Concept design	
Detailed design	
Fabrication	
Installation	
Retention – 5% fabrication for 12 month defect period.	
TOTAL CONTRACT PRICE	

Tenderer:

Date:

Signed:

ANNEX D FINANCIAL STANDING

As part of the assessment please provide the following information:

- A copy of the full report and audited accounts for the last 2 financial years. If the accounts you are submitting are for a year ended more than 10 months ago please also enclose the latest set of management accounts.

If the information you are submitting is for a financial year-end more than 10 months ago, please submit the latest available information or a statement signed by the Finance Director detailing any major changes in the current financial position since the date of the latest information provided.

Potential Suppliers who do not have 2 years of audited accounts should provide whatever audited accounts they may have. Newly formed Potential Suppliers should provide a statement of the Potential Supplier's turnover, profit & loss account and cash flow for the most recent year of trading and / or a statement of the Potential Supplier's cash flow forecast for the current year and a letter from the Potential Supplier's bank outlining the cash and credit position.

ANNEX E TENDER ASSESSMENT

Marks will be based on all the information supplied in the Quality Submission and will be awarded on the following assessment criteria, which reflect the project objectives:

- Outline Design
- Methodology and Programme
- Experience of similar projects
- Cost

ANNEX F STATEMENT RELATING TO GOOD STANDING

Grounds for obligatory exclusion (in eligibility) and criteria for rejection of candidates in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

We confirm that, to the best of our knowledge, our organisation is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that

Grounds for mandatory rejection (ineligibility)

The Potential Supplier (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended)
- (b) corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended)
- (c) the offence of bribery
- (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) the offence of cheating the Revenue
 - (ii) the offence of conspiracy to defraud
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985
 - (v) defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994
 - (vi) an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993 or
 - (vii) destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968

- (e) money laundering within the meaning of the Money Laundering Regulations 2003 or
- (f) any other offence within the meaning of Article 45(1) of the Public Sector Directive

Discretionary grounds for rejection

The Potential Supplier (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986 or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession
- (e) has not committed an act of grave misconduct in the course of his business or profession
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established

- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member

Tenderer:

Date:

Signed: